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PUBLIC EMPLOYMENT  
RELATIONS BOARD

# AGREEMENT

Between

Linn-Mar Community School District

And

Linn-Mar Education Association



380

Effective July 1, 2007 – June 30, 2008

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## PREAMBLE

The Linn-Mar Community School District Board of Directors and the Linn-Mar Education Association have a common aim: to provide a program which facilitates student attainment of the district's educational goals. The parties recognize that attainment of these educational goals is a joint responsibility of the professional teaching personnel of the district, the classified staff, the Board, the administration, the parents and guardians of students, and the community at large. In the spirit of cooperation, the Board and the Association have established the terms of employment set forth in this Agreement.

## ARTICLE 1

### RECOGNITION

#### A. Unit

1. The Board hereby recognizes the Linn-Mar Education Association, an affiliate of the Iowa State Education Association and the National Education Association, as the certified exclusive and sole bargaining representative for all personnel as set forth in the PERB certification instrument (Case Number 331) issued by the PERB on the 5th day of November, 1975.

2. The unit described in the above certification is as follows:

All full-time and contracted regular part-time professional personnel including, but not limited to, classroom teachers, guidance counselors, librarians, nurses, special resource staff, department coordinators, team leaders; and excluding the superintendent, assistant superintendent, principals, assistant principals, director of health services, athletic director, reading coordinator, and all those excluded under Section 4 of the Act.

#### B. Definitions

1. The term "Board," as used in this agreement, shall mean the Board of Education of the Linn-Mar Community School District or its duly authorized representatives or agents.
2. The term "Employee," as used in this agreement, shall mean all professional employees represented by this Association in the bargaining unit as defined and certified by the Public Employment Relations Board.
3. The term "Association," as used in this agreement, shall mean the Linn-Mar Education Association or its duly authorized representatives or agents.

## ARTICLE 2

### DUES DEDUCTION

Upon receipt of a lawfully executed, written authorization (Schedule C) from an employee, which may be revoked at any time by giving thirty (30) days written notice, the Board agrees to deduct the Association dues and/or other charges of such employee from his/her pay and remit such deductions by the fifth (5th) day of the succeeding month to the official designated by the Association in writing to receive such deductions. The Association will determine the total of such dues and/or charges to be deducted and verify same to the Board in writing. After notification from the Association the Board shall deduct one-eleventh (1/11) of the total dues and/or other charges of each employee from his/her salary each month October through August. Requests for such deductions shall be filed with the Board by September 20 of each year.

The Association agrees to indemnify and hold the Board harmless against any and all claims, suits, order or judgments brought or issued against the Board as a result of any action taken by the Board under the provisions of this Article.

### SCHEDULE C

I, hereby authorize and direct the Linn-Mar Community School District to deduct from the wages earned by me or to be earned by me the prevailing dues as certified by the treasurer of the Linn-Mar Education Association in equal installments in payment of professional dues to the Association. Said payroll deductions shall begin September 1 of each year and shall be remitted monthly to the Linn-Mar Education Association. The authorization is good unless cancelled in writing by giving thirty days written notice to the Board and the Association and is good for any changes in dues that may be authorized and certified to the Linn-Mar Education Association. In the event my contract is terminated, the balance payable will be deducted from my last check unless waived by the Linn-Mar Education Association.

Total Association Dues and/or Other Charges \$\_\_\_\_\_

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

## ARTICLE 3

### WAGES AND SALARIES

#### A. Placement on Salary Schedule

1. Each employee shall be placed on his/her proper step of the salary schedule as of the effective date of this agreement and in accordance with paragraph 2 below. Any employee hired prior to the beginning of the second semester of any school year shall be given full credit for one (1) year of service toward the next increment step for the following year.
2. Credit shall be given for previous outside teaching experience in a duly accredited school upon initial employment. Determination shall be made by the superintendent.
3. All contracted, regular part-time employees shall receive a salary proportional to the amount of time employed for his/her step on the salary schedule.

#### B. Advancement of Salary Schedule

1. Except as otherwise provided in this Article, employees on the regular salary schedule shall be granted one (1) increment or vertical step on the schedule for each year of service until the maximum for their educational classification is reached. A year of service consists of employment in the Linn-Mar Community School District for one (1) semester of consecutive teaching days or more in one school year.

#### 2. Educational Lanes

Employees on the regular salary schedule who move to the BA+12, BA+24, MA, MA+15, MA+30 or MA+45 Lane will advance one vertical step if available on the higher lane. Employees moving from the last step of BA+24 will advance a maximum of 2 steps if eligible. (Eligibility is defined as being on the last step of the BA+24 lane for 2 years or more.) All courses to be used for salary advancement are to be approved by the superintendent prior to the employee enrolling in the course, whenever possible. Advanced degree to be used for salary advancement must be in the field of education. Any other advanced degree may be used for salary advancement if approved by the superintendent. For an employee to advance from one educational lane to another, the employee shall file suitable evidence of additional educational credit with the superintendent, using Schedule G, no later than the second day of workshop of each year in which he/she is eligible to move.

The individual employee contract will not be changed until all official verification, including the official transcript has been received. Pay adjustments will then be made retroactive to the beginning of the same school year. No pay adjustment will be made if all official verification, including the official transcript, is not received by **October 15.**

## Wages and Salaries (continued)

### 3. In-Service Credit

Professional credit programs offered by approved schools and area education agencies may be substituted for the courses to be used for advancement on the salary schedule as shown in (2) above. Credit will not be limited except that for every semester hour credit received through approved schools and AEA there will be at least one (1) semester hour of credit from a graduate school. The determination of the 1 to 1 ratio will take place at either a horizontal change on the salary schedule or at the determination to hold an employee on step. In the movement from one lane to another lane, it is the total number of hours earned after the degree that is used to determine the 1 to 1 ratio. Only credit earned after awarding of degrees can be used to qualify for steps beyond that degree.

## C. Method of Payment

### 1. Pay Periods

Each employee shall be paid in twelve (12) equal installments on the twentieth (20th) of each month. Employees shall receive their checks at their regular building and on regular school days unless otherwise designated by the employee.

### 2. Exceptions

When a pay date falls on or during a school holiday, vacations, or weekend, employees shall receive their pay checks on the last previous working day, whenever possible.

### 3. Final Pay

When an employee is leaving the District, the District or the employee shall have the option of paying/receiving all or part of an employee's earned, contracted salary on the last pay period of the in-school year. An employee who has special need shall have the option of receiving all earned, contracted salary on the last pay period of the in-school work year; provided, the superintendent has been notified prior to April 20 and gives his/her approval.

### 4. Summer Checks

Summer checks shall be mailed to the address designated by the employee.

### 5. Compensation for summer employment shall be determined as follows:

- a. Those employees working with students and/or providing professional services provided during the regular school year will receive 1/191 of their scheduled salary for each day of service. Equivalent employee services will be judged by administration. Their scheduled salary is figured on their placement on the salary schedule for the current school year.
- b. All other employees will be paid on an hourly basis. The hourly rate will be 1/1146 of the base salary for the 2007-2008 school year.

Wages and Salaries (continued)

- c. Compensation for additional employment shall be determined as follows:
1. Curriculum development and requirements will be determined by the administration and a payment schedule by project for same will be developed. The schedule will be developed by the administration and will be based on the total anticipated hours required to complete each project. The project amount will be based on 1/1432.5 of the average bargaining unit salary on Schedule D.
  2. Curriculum development requirements will be mutually agreed to by the administration and the employee previous to the implementation of project work by the employee.
  3. Driver Education shall be paid on a separate schedule of hourly rates developed by the administration. Effective June 2007, the hourly rate will be \$25.00 per hour.
  4. Employees will be paid 1/1432.5 of the average bargaining unit salary on Schedule D for each hour of in-class staff development instruction and will be paid at the same hourly rate for preparation time. Employees will be granted one (1) hour of preparation time for every hour of in-class instruction.
  5. The LMEA and the school board shall mutually agree to Phase III modification to maintain consistency with this article.

# SCHEDULE D

## LINN-MAR COMMUNITY SCHOOLS 2007-2008 SALARY SCHEDULE

Step No.	BA	BA+12	BA+24	MA	MA+15	MA+30	MA+45	Step No.
1.	29,740	30,930	32,417	33,904	35,391	36,878	38,365	1.
	6,972	6,972	6,972	6,972	6,972	6,972	6,972	
2.	30,632	32,119	33,755	35,242	36,729	38,216	39,703	2.
	6,972	6,972	6,972	6,972	6,972	6,972	6,972	
3.	31,822	33,309	35,093	36,580	38,067	39,554	41,041	3.
	6,972	6,972	6,972	6,972	6,972	6,972	6,972	
4.	33,011	34,498	36,432	37,919	39,406	40,893	42,380	4.
	6,972	6,972	6,972	6,972	6,972	6,972	6,972	
5.	34,201	35,688	37,770	39,257	40,744	42,231	43,718	5.
	6,972	6,972	6,972	6,972	6,972	6,972	6,972	
6.	35,391	36,878	39,108	40,595	42,082	43,569	45,056	6.
	6,972	6,972	6,972	6,972	6,972	6,972	6,972	
7.	36,580	38,067	40,446	41,933	43,420	44,907	46,394	7.
	6,972	6,972	6,972	6,972	6,972	6,972	6,972	
8.	37,472	39,257	41,636	43,272	44,759	46,246	47,584	8.
	6,972	6,972	6,972	6,972	6,972	6,972	6,972	
9.	38,365	40,446	42,826	44,610	46,097	47,584	48,774	9.
	6,972	6,972	6,972	6,972	6,972	6,972	6,972	
10.	39,257	41,636	44,015	45,800	47,287	48,774	49,963	10.
	6,972	6,972	6,972	6,972	6,972	6,972	6,972	
11.		42,528	45,205	46,989	48,476	49,963	51,153	11.
		6,972	6,972	6,972	6,972	6,972	6,972	
12.		43,420	46,394	48,179	49,666	51,153	52,342	12.
		6,972	6,972	6,972	6,972	6,972	6,972	
13.		44,313	47,584	49,368	50,855	52,342	53,532	13.
		6,972	6,972	6,972	6,972	6,972	6,972	
14.		44,907	48,774	50,558	52,045	53,532	54,722	14.
		6,972	6,972	6,972	6,972	6,972	6,972	
15.			48,774	51,748	53,235	54,722	55,911	15.
			6,972	6,972	6,972	6,972	6,972	
16.				52,937	54,424	55,911	56,803	16.
				6,972	6,972	6,972	6,972	
17.				53,829	55,316	57,101	57,993	17.
				6,972	6,972	6,972	6,972	
18.						58,290	58,885	18.
						6,972	6,972	
19.						59,480	59,777	19.
						6,972	6,972	
20.						60,372	60,967	20.
						6,972	6,972	



# SCHEDULE E

## LINN-MAR COMMUNITY SCHOOLS SALARY INDEX

Step No.	BA	BA+12	BA+24	MA	MA+15	MA+30	MA+45	Step No.
1.	1.000	1.040	1.090	1.140	1.190	1.240	1.290	1.
2.	1.030	1.080	1.135	1.185	1.235	1.285	1.335	2.
3.	1.070	1.120	1.180	1.230	1.280	1.330	1.380	3.
4.	1.110	1.160	1.225	1.275	1.325	1.375	1.425	4.
5.	1.150	1.200	1.270	1.320	1.370	1.420	1.470	5.
6.	1.190	1.240	1.315	1.365	1.415	1.465	1.515	6.
7.	1.230	1.280	1.360	1.410	1.460	1.510	1.560	7.
8.	1.260	1.320	1.400	1.455	1.505	1.555	1.600	8.
9.	1.290	1.360	1.440	1.500	1.550	1.600	1.640	9.
10.	1.320	1.400	1.480	1.540	1.590	1.640	1.680	10.
11.		1.430	1.520	1.580	1.630	1.680	1.720	11.
12.		1.460	1.560	1.620	1.670	1.720	1.760	12.
13.		1.490	1.600	1.660	1.710	1.760	1.800	13.
14.		1.510	1.640	1.700	1.750	1.800	1.840	14.
15.			1.640	1.740	1.790	1.840	1.880	15.
16.				1.780	1.830	1.880	1.910	16.
17.				1.810	1.860	1.920	1.950	17.
18.						1.960	1.980	18.
19.						2.000	2.010	19.
20.						2.030	2.050	20.

\*

\*Career Steps are established at the M.A.+45 columns of 3 per cent.

LINN-MAR COMMUNITY SCHOOLS  
INDEX FOR NURSES SALARY  
 2007-2008

<u>Step</u>	<u>RN</u>	\$ _____
1.	1.045	31,078 6,972
2.	1.065	31,673 6,972
3.	1.085	32,268 6,972
4.	1.105	32,863 6,972
5.	1.125	33,458 6,972
6.	1.145	34,052 6,972
7.	1.165	34,647 6,972
8.	1.185	35,242 6,972
9.	1.205	35,837 6,972
10.	1.225	36,432 6,972
11.	1.245	37,026 6,972
12.	1.265	37,621 6,972
13.	1.285	38,216 6,972
14.	1.305	38,811 6,972
15.	1.325	39,406 6,972

The base salary of the employee's schedule shall be used with the above multipliers.

## EDUCATIONAL ADVANCEMENT REQUEST “SCHEDULE G”

Name _____	Building _____	Position _____
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THIS FORM MUST BE TURNED INTO THE SUPERINTENDENT'S OFFICE NO LATER THAN THE SECOND (2<sup>nd</sup>) DAY OF WORKSHOP.

[illegible]

**Signed**

Date:

**Submit official transcripts of earned credits to the Superintendent's office no later than October 15.**

To Be Completed by  
Superintendent's Office

No. of credits that carry over:

Completed: \_\_\_\_\_ Date \_\_\_\_\_

## ARTICLE 4

### Co-Curricular/Extra Curricular Activities

Approved Activities and Rate of Pay – The Board and the Association agree that the co-curricular/extra curricular activities listed herein are official school sponsored activities covered by school insurance. Employees in co-curricular/extra curricular activities shall be compensated according to the rate of pay or other stipulations listed herein, except for those individuals notified prior to the beginning of the new season of being placed on probationary status. Employees shall be placed on probationary status only after established evaluation procedures have been followed.

Those employees assigned co-curricular/extra curricular activities shall receive compensation at the level determined for their preceding year's service during the time of formal probationary status.

### Evaluation of Performance

Evaluation of performance of individuals with co-curricular/extra curricular assignments will be done by an administrator, using criteria developed by the Administration and communicated to the co-curricular/extra curricular staff prior to the evaluation process. Procedures for evaluation of co-curricular/extra curricular staff designated as head coaches, director, or sponsor in Category C and above will be the same as those used in the evaluation of certified staff. Evaluation of employees designated as head coach, director or sponsor in Category D or below will be on abbreviated procedures, using similar criteria as defined by Article 11, Evaluation Procedure.

SCHEDULE H

AA	Athletic Trainer	Athletic Trainer
B	Athletic Trainer	Asst. Athletic Trainer
B	Baseball	Head Baseball
C	Baseball	Head 10 <sup>th</sup> Grade/Asst. Varsity Baseball
C	Baseball	Head 9 <sup>th</sup> Grade/Asst. Varsity Baseball
C	Baseball	Asst. Varsity Baseball
D	Baseball	Graduated 8 <sup>th</sup> Grade Baseball
AA	Basketball	Head Boys Basketball
AA	Basketball	Head Girls Basketball
B	Basketball	Boys J.V. Basketball
B	Basketball	Girls J.V. Basketball
C	Basketball	Head 10 <sup>th</sup> Grade Boys Basketball
C	Basketball	Head 10 <sup>th</sup> Grade Girls Basketball
C	Basketball	Head 9 <sup>th</sup> Grade Boys Basketball
C	Basketball	Head 9 <sup>th</sup> Grade Girls Basketball
D	Basketball	Asst. 10 <sup>th</sup> Grade Boys Basketball
D	Basketball	Asst. 10 <sup>th</sup> Grade Girls Basketball
D	Basketball	Head 8 <sup>th</sup> Grade Boys Basketball
D	Basketball	Head 8 <sup>th</sup> Grade Girls Basketball
D	Basketball	Head 7 <sup>th</sup> Grade Boys Basketball
D	Basketball	Head 7 <sup>th</sup> Grade Girls Basketball
E	Basketball	Asst. 8 <sup>th</sup> Grade Boys Basketball
E	Basketball	Asst. 8 <sup>th</sup> Grade Girls Basketball
E	Basketball	Asst. 7 <sup>th</sup> Grade Boys Basketball
E	Basketball	Asst. 7 <sup>th</sup> Grade Girls Basketball
D	Bowling	High School Bowling
F	Cheerleading	HS Boys Basketball Cheerleading
F	Cheerleading	HS Girls Basketball Cheerleading
F	Cheerleading	HS Football Cheerleading
F	Cheerleading	HS Wrestling Cheerleading
G	Cheerleading	Asst. Cheerleading
B	Clubs/Activities	F.B.L.A. (shared)
B	Clubs/Activities	F.F.A. Sponsor
B	Clubs/Activities	Model U.N. Facilitator
B	Clubs/Activities	Student Council Sponsor
A	Clubs/Activities	HS Publications Sponsor
C	Clubs/Activities	HS Speech
C	Clubs/Activities	MS Interim Activities
F	Clubs/Activities	9 <sup>th</sup> Grade Speech
G	Clubs/Activities	F.H.A. Sponsor

G	Clubs/Activities	Future Problem Solving
G	Clubs/Activities	HS Honor Society Sponsor
G	Clubs/Activities	VOICE Sponsor
H	Clubs/Activities	Math Sponsor
H	Clubs/Activities	MS Memory Book Coordinator
H	Clubs/Activities	Elementary Clubs / Activities
H	Clubs/Activities	Diversity Club Sponsor
E	Cross Country	MS Cross Country
A	Drama	Head Drama
A	Drama	Theatre Tech/Manager
C	Drama	Asst. HS Drama
G	Drama	MS Creative Dramatics
G	Drama	9 <sup>th</sup> Grade Play Director
AA	Football	Head Football
B	Football	J.V. Football
C	Football	Asst. Varsity Football
C	Football	Head 10 <sup>th</sup> Grade Football
C	Football	Head 9 <sup>th</sup> Grade Football
D	Football	Asst. 10 <sup>th</sup> Grade Football
D	Football	Asst. 9 <sup>th</sup> Grade Football
D	Football	Head 8 <sup>th</sup> Grade Football
D	Football	Head 7 <sup>th</sup> Grade Football
E	Football	Asst. 8 <sup>th</sup> Grade Football
E	Football	Asst. 7 <sup>th</sup> Grade Football
C	Golf	Head Boys Golf
C	Golf	Head Girls Golf
D	Golf	Asst. Boys Golf
D	Golf	Asst. Girls Golf
G	Intramural	Intramural Director
A	Music-Band	Head HS Band
B	Music-Band	Asst. HS Band
C	Music-Band	Jazz Music
C	Music-Band	Head MS Band
F	Music-Band	Elementary Band
G	Music-Band	Color Guard (Marching Band)
G	Music-Band	Percussion (Marching Band)
G	Music-Band & Vocal	Asst. HS Musical Production
A	Music-Orchestra	Head HS Orchestra
C	Music-Orchestra	Head MS Orchestra
A	Music-Vocal	Head HS Vocal Music
B	Music-Vocal	Asst. HS Vocal Music

C	Music-Vocal	HS Choir Accompanist
C	Music-Vocal	MS Choir Accompanist
G	Music-Vocal	MS Show Choir
F	Music-Vocal	Head MS Vocal Music
F	Music-Vocal	Elementary General Music
F	Music-Vocal	Prep Show Choir
F	Pom Pon	Pom-Pon Fall
F	Pom Pon	Pom-Pon Winter
G	Pom Pon	Asst. Pom-Pon
C	Robotics	HS Robotics
C	Soccer	Head Boys Soccer
C	Soccer	Head Girls Soccer
D	Soccer	Asst. Boys Soccer
D	Soccer	Asst. Girls Soccer
D	Soccer	Head MS Boys Soccer
D	Soccer	Head MS Girls Soccer
E	Soccer	Asst. MS Boys Soccer
E	Soccer	Asst. MS Girls Soccer
B	Softball	Head Girls Softball
C	Softball	Varsity Asst. Girls Softball
C	Softball	9-10 <sup>th</sup> Grade Girls Softball
D	Softball	Asst. 9-10 <sup>th</sup> Grade Girls Softball
C	Swimming	Head Boys Swimming**
C	Swimming	Head Girls Swimming**
D	Swimming	Asst. Boys Swimming
D	Swimming	Asst. Girls Swimming
E	Teacher Leader	Teacher Leader
D	Tennis	Head Boys Tennis
D	Tennis	Head Girls Tennis
E	Tennis	Asst. Boys Tennis
E	Tennis	Asst. Girls Tennis
E	Tennis	7-8 <sup>th</sup> Grade Boys Tennis
E	Tennis	7-8 <sup>th</sup> Grade Girls Tennis
F	Tennis	Asst. 7-8 <sup>th</sup> Grade Boys Tennis
F	Tennis	Asst. 7-8 <sup>th</sup> Grade Girls Tennis
B	Track	Head Boys Track
B	Track	Head Girls Track
C	Track	HS Asst. Boys Track
C	Track	HS Asst. Girls Track
D	Track	Head 8 <sup>th</sup> Grade Boys Track
D	Track	Head 8 <sup>th</sup> Grade Girls Track
D	Track	Head 7 <sup>th</sup> Grade Boys Track

D	Track	Head 7 <sup>th</sup> Grade Girls Track
D	Track	Cross Country*
D	Track	Asst. Cross Country
E	Track	Asst. 7-8 <sup>th</sup> Grade Boys Track
E	Track	Asst. 7-8 <sup>th</sup> Grade Girls Track
B	Volleyball	Head Volleyball
C	Volleyball	Asst. Volleyball
D	Volleyball	Head 8 <sup>th</sup> Grade Volleyball
D	Volleyball	Head 7 <sup>th</sup> Grade Volleyball
E	Volleyball	Asst. 8 <sup>th</sup> Grade Volleyball
E	Volleyball	Asst. 7 <sup>th</sup> Grade Volleyball
C	Weight Room	Weight Room Manager
C	Weight Room	Weight Room Supervisor
AA	Wrestling	Head Wrestling
B	Wrestling	Asst. Varsity/JV Wrestling
C	Wrestling	Asst. Wrestling
C	Wrestling	Head 9 <sup>th</sup> Grade Wrestling
D	Wrestling	Head 8 <sup>th</sup> Grade Wrestling
D	Wrestling	Head 7 <sup>th</sup> Grade Wrestling

\*Will be Category C if Girls Long Distance is included. \*\*It is understood that if the boys/girls program is done on a part-time basis, it is paid on a daily basis according to the stated salary.

If the district finds it necessary to add assistant coaches/sponsors not listed in any category, the assistant will be placed in a category one level below that of the related head coach/sponsor. Additional unlisted assistant coaching positions/sponsors shall not be placed higher than Category C.



LINN-MAR COMMUNITY SCHOOLS  
CO-CURRICULAR PAY SCHEDULE  
2007-2008

<u>CATEGORY</u>	<u>% OF B.A. BASE</u>	<u>SALARY</u>
AA.	23%	\$6,840.
A.	18%	5,353.
B.	15%	4,461.
C.	12%	3,569.
D.	9%	2,677.
E.	8%	2,379.
F.	7%	2,082.
G.	5%	1,487.
H.	3%	892.

## ARTICLE 5

### INSURANCE

1. Coverages presently in effect are:
  - a. Health and Major Medical (includes DXL)
  - b. Term Life Insurance (\$50,000)
  - c. Long-Term Disability (present coverage 66 2/3% of basic salary including flex dollars up to a maximum benefit of \$4,000 per month) up to age 70.
  - d. Worker's Compensation
  - e. Full Single Dental Insurance
2. A Level 1 Salary Reduction Plan shall be available to all employees at the rate of **\$581.00** monthly for each full-time employee. The single plan of the minimum Linn-Mar Health and Major Medical Insurance shall be the minimum purchased by each employee should the district provide for health insurance on a stand-alone basis or not renew the Letter of Procedure dated 5/30/2004. The premium conversion feature of this plan allows the employee to convert insurance contributions from an after tax payroll deduction to a before tax salary reduction. A benefit specification form will be required from each employee.
3. In the event an employee does not have accumulated sick leave in an amount sufficient to extend through the one hundred twentieth day of disability, the Board would make disability payments at the rate as defined by the carrier beginning on the thirty-first day of disability, up to and including the one hundred twentieth day, at which time (on the one hundred twenty-first day) the employee would be covered subject to the terms of coverage as defined by the carrier. The district shall not be liable for payment beyond the one hundred twentieth day of a disability. The definition of what constitutes a "disability" shall be that used by the insurance carrier.

Those employees having sufficient accumulated sick leave to extend through the one hundred twentieth day, would be subject to coverage as defined by the carrier. However, in no event would the total sick leave pay and disability pay exceed the employees contracted salary daily rate.
4. The Board-provided insurance programs shall be for twelve (12) consecutive months. Coverage periods, coverage requirements, and dates of premium payments necessary for such coverage shall be determined by the insurance carrier (company). Changes in practices may be made pursuant to any mandated changes made by the carrier. If changes are announced and implemented by the insurance carrier, the parties will meet to determine a course of action.
5. Part-time employees shall receive full insurance benefits, subject to terms of the insurance carrier, except for the health and major medical insurance of which they will receive a pro-rata share of the **\$581.00** monthly benefit to be applied toward the premium. Part-time employees will be required to purchase the minimum single Health and Major Medical Insurance only if their pro-rata share is equal to or greater than the premium.

## Insurance (continued)

6. Absence due to injury or illness incurred in the course of the employee's employment shall be covered by Worker's Compensation. Upon request by the employee, the Board shall pay the employee the difference between Worker's Compensation and the employee's regular weekly salary, beginning with the first day of disability. The total of such pro-rated salary payments will be charged against the employee's accumulated sick leave.

## ARTICLE 6

### LEAVE OF ABSENCE

#### A. Sick Leave

1. Employees covered under this agreement shall be granted leave of absence with pay for personal illness or injury, as prescribed by the Statutes of Iowa, *and for illness in the immediate family (spouse, children, parent, step children)* in the following amounts: 1<sup>st</sup> year of employment – 20 days; 2<sup>nd</sup> year and subsequent years of employment – 15 days each year.
2. The above amounts shall apply only to consecutive years of employment in the district and unused portions may be accumulated to a maximum total of 125 days. The Board shall, in each instance require such reasonable evidence as it may desire confirming the necessity for such leave of absence.
3. An employee returning from any illness, whether or not sick leave benefits have been paid, may be required to furnish a physician's certificate of health prior to returning to work.
4. All sick leave benefits shall terminate and/or be forfeited upon termination of employment for any reason.
5. When an employee will be absent from work, he/she shall give notice to the principal or the person designated by the superintendent to receive such notice. If the absence is for consecutive days, the superintendent or his/her representative shall be notified of the probable date of return of the employee.
6. Employees shall be given a copy of a written accounting of accumulated sick leave days no later than October 20 of each school year.

#### B. Personal Leave

At the beginning of every school year, each employee shall be credited with two (2) days to be used for the employee's personal business. Such leave shall be granted without loss of pay. A personal business day may be used for any purpose at the discretion of the employee. An employee planning to use a personal leave day or days shall notify his/her principal at least one week in advance except in cases of emergency. Restrictions shall be imposed whenever a suitable substitute is not available.

## Leave of Absence (continued)

**On a day before or after a holiday or vacation or Monday and Friday the last 4 weeks of the school year, the number of personal leave day requests shall not exceed 5% of the total of certified staff in the building for the specified days. The 5% allocation will be based on the number of certified staff in each school on the last working day of September.**

During the school year, the number of certified staff will not be limited in requesting personal leave for teacher workdays as identified in the official school calendar.

### **C. Family and Medical Leave Act**

The provisions of the Family and Medical Leave Act of 1993 (Board policy 403.7) shall be granted to a Linn-Mar employee.

### **D. Professional Leave**

Professional leave for attendance of educational meetings, including milestones for attaining an advanced degree or National Board Certification, or visiting other schools shall be permitted at full pay if such attendance is approved by the superintendent or his/her designee. Requests for professional leave must be filed, in writing, with the superintendent or his/her designee, at least five (5) days prior to the first day of anticipated attendance, except in extenuating circumstances.

### **E. Bereavement Leave**

Upon notification to the immediate supervisor, bereavement leave shall be granted for up to five (5) days for the death of a family member or someone with whom there is a close personal relationship.

### **F. Good Cause Leave**

**Purpose:** The good cause leave of absence is intended to provide leave for unanticipated absence from the professional assignment for a temporary period of time.

1. Leave exception with pay: Other temporary leaves of absence, with pay, may be granted in writing by the superintendent or his/her designee, for good reason.
2. Leave exception without pay: For good and sufficient reason, employees covered under this agreement may be granted special leave of absence without pay upon approval of the superintendent or his/her designee. Approved reasons for the granting of such leave may include, but not necessarily be limited to, special circumstances related to child care; and/or immediate family illness; or for other reasons which may be approved by the superintendent or his/her designee. Reasons which may not be approved for the granting of such leave would include, but not necessarily be limited to, transacting business that could be performed outside the employee's normal working day. Requests for renewal must be made in writing, to the superintendent or his/her designee.

## Leave of Absence (continued)

### **G. Jury Duty and Legal Leave**

1. An employee who is called for jury service or for an appearance under subpoena shall be excused from work on the days which he/she serves or is required to appear. He/She shall receive, for each day of jury service or subpoenaed appearance, a full basic workday's pay, less the amount of money paid to him/her for such duty. Cases involving an employee's personal matters shall be excluded.
2. When an employee is excused from jury service before noon, either temporarily or permanently, on any workday, the employee shall promptly report to his/her immediate supervisor and shall complete any remaining hours of his/her workday if required.

### **H. Military Leave**

If an employee is called into the armed forces, either through the draft or as a result of the forced activation of an employee or a reserve unit, which includes annual training session, the following policy shall prevail as to military leave of absence.

1. Leave shall be without pay, except that if an employee is called to duty during the school term, he/she shall be paid up to one (1) month's pay. Such leave starts when the employee goes on active duty or on annual training sessions.
2. The period of leave shall be for as long a period as the draft requires, or the reserve unit is activated, but not including any re-enlistment period.
3. The period of military leave shall be counted on the salary schedule, except that any fractional part of year less than half-year shall not be counted. Likewise, any portion of a year more than a half-year shall be counted as a full year.
4. When the period of military leave ends, the employee returns under the following conditions: He/She shall be entitled to all the rights and benefits granted by appropriate federal and state laws. He/She shall make written application for reinstatement to the superintendent or his/her designee within ninety (90) days after termination of military service.
5. Military leave is not granted in time of peace to any teacher or non-certified employee who voluntarily enlists in the armed forces. In the event of a declaration of war, enlistees would be treated the same as draftees or active reservists.

### **I. Association Leave**

Up to sixteen (16) total days shall be available for representatives of the Association to attend conferences, conventions or other activities of the local, state and national affiliated organizations. The District will be reimbursed 40% of the cost for any required substitute teacher by the Association.

## Leave of Absence (continued)

### J. Sabbatical Leave

1. Purpose - The purpose of sabbatical leave shall be for professional advancement or educational travel. Unusual cases will be given special consideration by the superintendent and the Board.
2. Professional Advancement - Employees who submit a program of study for sabbatical leave shall undertake a full program of graduate study, or the equivalent thereof. The program submitted shall be designated to increase the employee's understanding of educational psychology, improve facility in teaching techniques, or broaden experience in special subject fields.
3. Basis and Procedure of Selection - Only applicants with four or more years of experience with the Linn-Mar District will be considered. The number of employees on sabbatical leave at any one time shall be limited in order to preserve school efficiency. There shall be no more than two certified employees on sabbatical leave during any school year. Applicants for sabbatical leave shall be submitted to the superintendent by November 15. The Board will respond to the employee by December 15. If sabbatical leave is granted the employee, he/she will respond to the Board, giving his/her acceptance or rejection of the leave by January 1. The employee may ask for one month's extension of this time limit. If there are more than two acceptable applications, the Board may grant alternate status.

Applicants shall be considered on the basis of the relative merits of the reasons for desiring leave for graduate school or travel under the auspices of a college or university.

4. Length of Leave - Sabbatical leave shall be for one school year and may not be renewable.
5. Service of Return - Before an employee accepts an sabbatical leave, he/she must signify in writing to the superintendent his/her intention of returning to Linn-Mar Community School District for a period of at least two years of work. He/she cannot be assured of his/her former position in his/her own classroom.
6. Salary - An employee on sabbatical leave for the school year will be placed on his/her next sequential step when he/she resumes teaching. While on leave, the employee shall be paid at fifty percent (50%) of the contracted salary rate which he/she would have received if he/she had remained on active duty. Should the employee find it impossible to return to the District for the required two (2) years, as shown in (5) above, he/she would reimburse the District the salary paid him/her while on leave. If the employee is unable to return for the second year only, he/she would reimburse the District for one-half of the salary paid him/her while on leave.
7. Fringe Benefits - An employee shall retain his/her status as a member of the Iowa Public Employees Retirement System according to the regulations of the retirement system. Subject to regulations of the insurance carriers, he/she may also continue membership in the school district's group medical plan and maintain other applicable employee benefits at his/her own expense, except the accumulation of sick leave.

## Leave of Absence (continued)

8. Periodic Progress Report - An employee to whom extended leave has been granted shall periodically report professional progress, as requested by the superintendent. The Board may review such reports as desired.

### K. Extended Leave of Absence

Purpose: The extended leave of absence is intended to provide unpaid leave for planned absence from the professional assignment for an academic term or the academic year.

1. An employee shall apply to the Board for an extended leave of absence.
2. Return Notification: Academic Year - An employee on a one-year leave is required to inform the District in writing by March 1 whether he/she intends to return to work the following contract year. Failure of an employee to notify the Board may terminate the employee's contract with the Board. If the Board determines that the employee is to be terminated, the employee will be notified in writing.
3. Return Notification: Academic Term - An employee on leave of absence for an academic term is required to inform the District in writing no less than two weeks before the conclusion of the authorized leave whether he/she intends to return to work. Failure of an employee to notify the Board may terminate the employee's contract with the Board. If the Board determines that the employee is to be terminated, the employee will be notified in writing.
4. Early Return - An employee on leave of absence may return to work prior to the expiration of his/her leave of absence, upon approval of the Board. Such employee shall give the Board as much advance notice as possible for his/her early return to work.
5. Reasons which may be approved include, but are not limited to: child care, education, serving in public office. Reasons which may not be approved include, but are not limited to: entering a private business.

### L. General Provisions

1. An employee who gives the Board a false reason to obtain a leave of absence will be subject to discharge.
2. All absences, other than those enumerated under the above leave provisions, will result in loss of pay as per contract.
3. Leaves of absence will be granted to part-time employees on a pro-rata basis in the foregoing sections of this Article A, B, C, D, F, G, H, I, K.

Leave of Absence (continued)

4. An employee on leave of absence for the school year will be placed on his/her next sequential step when he/she resumes teaching. An employee shall retain his/her status as a member of the retirement system. He/she may also continue his/her membership in the school district's group medical plan by paying the premium and shall be entitled to pay for and maintain other applicable employee benefits except the accumulation of sick leave.

ARTICLE 7

EMPLOYEE WORK YEAR

A. In-School Work Year

1. The in-school work year shall include days when pupils are in attendance, orientation days, and any other days for which employee attendance is required.

2. Regular Contract

The in-school work year for employees contracted on a ten-month basis shall not exceed one hundred ninety-one (191) days. The two (2) additional contract days (189 to 191) are to be dedicated to Professional Development Activities.

Part-time employees are recommended to attend Professional Development activities with pay at the negotiated staff development rate.

3. Extended Contract

The in-school work year of employees contracted on a twelve-month basis shall not exceed two hundred forty (240) days.

B. Unpaid Holidays

1. The following unpaid holidays shall be observed during the year:

Labor Day, Thanksgiving Day and the Friday following, Christmas Day, New Year's Day, and Memorial Day.

Employees shall not be required to perform duties on the holidays listed above. Holidays are not included in the in-school work year days shown in A,2 and A,3 above.



## ARTICLE 8

### EMPLOYEE HOURS AND DUTIES

#### A. Employee Hours and Duties

1. An employee's normal workday shall be no more than eight hours per day, including duty-free uninterrupted lunch period of twenty-five (25) minutes. The lunch period will be scheduled between 11:00 a.m. and 1:00 p.m. whenever possible.
2. The normal workday shall start no earlier than 7:00 a.m. local time and end no later than 5:00 p.m. local time. The starting time and dismissal times, which may vary from school to school, and from employee to employee, shall be determined by the building principal.
3. Employees may be given released time during the school day for special circumstances if approved by the building principal.
4. On days preceding holidays or vacations (including in-service days), the employee's day shall end at the close of the pupil's day, and when the necessity for pupil supervision is completed. The last day of the school year shall be an exception to the provision.
5. On Fridays the employee's day shall end at the close of the pupils' day, and when the necessity for pupil supervision is completed.
6. During the employee's normal working hours there will be a time allotment for the purpose of classroom preparation and student instruction. The principal or his/her designee shall designate the time and location for such preparation time. The principal or his/her designee may temporarily assign an employee to other duties during preparation time if the need arises. However, it is desirable for each employee to have an uninterrupted preparation period each day. The practice of using regular employees as substitutes, thereby depriving them of their preparation period, is undesirable and shall be discouraged. Regular employees should be used as substitutes only in cases of emergency. In those cases where regular substitutes are not available regular employees who volunteer may be used as substitutes.
7. Employees are expected to participate in activities outside the normal workday, such as open house, parent conferences, registration night, and other similar activities related to school business.

## ARTICLE 9

### REDUCTION OR REALIGNMENT OF STAFF

#### A. Staff Reduction Leave

Whenever a reduction of employees is deemed necessary by the Board, the procedures set forth in this Article shall apply.

Employees on continuing contracts, who were not hired to replace employees on leave, shall be placed on staff reduction leave and granted leave and granted recall rights according to paragraph F of this Article.

Employees hired to replace employees on leave will not be placed on staff reduction leave, and will not be granted recall rights.

Staff reduction leave shall be without pay or paid benefits and shall be effective at the end of the current contract of the affected staff member.

#### B. Notification

If the Board is contemplating the reduction or realignment of any position(s), it will so notify the Association at least sixty (60) days before the proposed effective date of the layoff (Staff Reduction Leave). If the layoff is to become effective as of the first day of the following school year, the Board will notify the Association by April 1. Such notice will be in writing and will include the specific position(s) to be affected and the proposed time schedule.

#### C. Criteria

1. Employees in the subject matter area or grade level assignment affected with the least total District seniority shall be placed on Staff Reduction Leave first.
2. Within Ranges A & B of Article 14, the Administration may place an employee on Staff Reduction Leave using criteria other than seniority.
3. Employees in Range C shall be placed on Staff Reduction Leave solely by seniority.
4. All members within a lower seniority range in the subject matter area and grade level assignment affected shall be placed on Staff Reduction Leave before members can be selected from a higher seniority range.

## Reduction or Realignment of Staff (continued)

### D. Filling Vacancies

If a vacancy exists, the displaced employee may change grade levels or departments if the staff member has the proper Iowa Department of Education endorsement and North Central Association requirements. No new or substitute appointments may be made while there are qualified and available teachers for that appointment on Staff Reduction Leave.

### E. Medical Insurance

Employees on Staff Reduction Leave may be continued in the medical insurance group upon payment of the monthly premium by the staff member if approved by the insurance carrier under COBRA coverage.

### F. Recall Rights

For two (2) years from the effective date of reduction, employees placed on Staff Reduction Leave shall have recall rights to any open position for which they are licensed. If employees are recalled to a position for which their certification is more than five (5) years old, the district may require them to obtain up to six (6) semester hours of coursework in the field within two years of initial placement in the position.

Employees shall be recalled to available positions in reverse order of placement on Staff Reduction Leave. The offer of such position by the District shall be sent by certified mail and shall be accepted or rejected, in writing by certified mail, within fourteen (14) calendar days of receipt. The employee must be prepared to assume the position within thirty (30) calendar days after the date of acceptance. Failure on the part of the employee to meet either of these requirements may be considered by the district as grounds for termination. The 30-day requirement may be extended by the superintendent.

Any employee re-employed by exercising his/her recall rights shall be placed on the next sequential salary step when he/she resumes teaching, except as provided in G below.

Upon being recalled to less than a full-time position, any former full-time employee shall have the right to refuse that assignment if they are employed in a full-time position equivalent to a bargaining unit position at Linn-Mar. Non-acceptance of said assignment shall not waive the former employee's recall rights or placement on the seniority list.

### G. Credit

Any former employee re-employed by exercising his/her recall rights shall be given credit for training and experience, subject to the restrictions of Article 3, he/she has obtained through other employment during the interim period.

## ARTICLE 10

### HEALTH PROVISIONS

#### A. Health Provisions

1. The employer shall endeavor to provide and maintain a safe and healthful place of employment. All employees shall, in course of performing the professional duties associated with their employment, be alert to unsafe practices, equipment, or conditions, and report any such unsafe practices, equipment, or conditions to the building principal.
2. A physical examination and laboratory work related to the physical examination shall be required of all employees following initial job offer prior to job appointment, and as soon as arrangements with a physician or laboratory can be made. Forms for examinations shall be provided by the school district, and the costs shall be borne by the school district in an amount not to exceed seventy dollars (\$70.00).
3. A tuberculin skin test (Mantoux injection) will be required at the time of the initial physical examination. Those employees who are positive reactors or allergic to the tuberculin test will be required to have a chest X-ray and to file the positive or negative results of the chest X-ray. An employee will be reimbursed for a required X-ray.
4. Additional physical examinations and/or laboratory tests may be required of employees by the Board at various times. The total cost of any such examinations and/or laboratory tests shall be borne by the school district.

## ARTICLE 11

### EMPLOYEE EVALUATION

In the Linn-Mar Community School District employee evaluation and professional growth are blended into a Professional Growth System. In order to maximize student learning, this system is designed to:

- ensure that educators meet the Iowa Teaching Standards,
- support staff and encourage them to improve instructional strategies and grow professionally,
- provide a vehicle for communication and collaboration.

#### A. Evaluation Procedures

1. The district ad hoc evaluation committee will recommend an evaluation process for employees and the district to follow.
2. Employees new to the district shall receive a copy of the Professional Growth System handbook and be informed of the evaluation process in a building meeting by the fifth (5<sup>th</sup>) contract day. Evaluators will hold an individual conference with new employees to review evaluation procedures and criteria by the fifteenth (15<sup>th</sup>) contract day.
3. Any complaints directed toward an employee which are placed in his/her personnel file are to be called to the employee's attention within five (5) days in writing. The employee shall have the right to respond to any complaint(s) which are placed in his/her personnel file. Such response shall be written and presented to the supervisor within three (3) days of the employee's awareness of the complaint. Such employee responses shall become a part of said file.
4. Employee evaluations are to be fair, just and accurate.

#### B. Personnel File

1. Any employee presently under contract or instructional agreement shall have the right to review the contents of his/her own personnel file during business hours with reasonable notice and security provisions. A representative of the Association may, at the employee's request, accompany the employee in this review. Confidential job recommendations shall be excluded from this policy. The Board or its administrative representative, including building principals, shall not establish any separate personnel file which is not available for the employee's inspections.
2. The employee shall have the right to reproduce any of the contents of his/her file at the employee's expense.

## ARTICLE 12

### TRANSFER PROCEDURES

Employee-requested transfers or reassignment from building to building, grade level to grade level (elementary), and department to department (secondary), are made as follows:

#### A. Voluntary Transfers

1. Vacancies (including co-curricular positions) shall be posted in each building as soon as possible, and at least seven (7) calendar days before the position is filled. Employees who feel they are qualified for positions in which a vacancy may occur during the summer, may file, in writing, a list of job categories for which they wish to be notified. They should furnish a mailing address where they may be contacted should the position become vacant. Before the close of the school year, employees will be notified on where the vacancies will be posted during the summer. They will be given a phone number to call where they can inquire about vacancies. A postage and/or clerical fee may be required.

A letter of notification of the position opening will be sent to employees who have filed a request for notification.

2. All requests for the following year should be in writing in the form of a letter sent to the superintendent or his/her designated representative no later than five (5) days after known vacancy is posted. This letter should contain specific reasons for requesting the transfer.
3. The consideration will be based on seniority (as defined in Article 14), qualifications (as outlined in the job description), and certifications.
4. Written notice of acceptance or reason for denial of transfer will be given to the employees concerned within seven (7) working days of filling the position.
5. Requests are kept for only one school year. Renewal must be made each year.
6. If an employee disagrees with the decision of the superintendent or his/her designee such disagreement may be filed under Type 2 of the Grievance Procedure (complaint report) as specified in this Agreement.

#### B. Involuntary Transfers

1. If an involuntary transfer is necessary, the Board will take into consideration the needs of the buildings, experience and training, seniority and service to the district.
2. An employee will be notified in writing of any intended transfer and shall be entitled to a conference with the superintendent or his/her designee to discuss the reasons for said transfer. At the request of the employee, the superintendent shall set forth in writing the procedures used in the determination of said transfer. If requested by the employee, the recognized Association representative may be present at the time of the conference.

Transfer Procedures (continued)

3. The employee shall be notified of any intended transfer by May 1, except in cases of emergency. If the Board is contemplating the reduction or realignment of any position(s), it will so notify the Association at least sixty (60) days before the proposed effective date of the transfer (Staff Reduction Leave).
4. If an employee disagrees with the decision of the superintendent or his/her designee, such disagreement may be filed under Type 2 of the Grievance Procedure (Complaint report) as specified in this agreement.
5. An employee shall be notified of any change in class assignment by the first day of workshop, whenever possible.

## ARTICLE 13

### PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

#### A. Continuing College/University Education

##### Applications

If any employee plans to enroll in a course or seminar at an accredited college or university and if that course will cause an educational lane change on the salary schedule, the employee must file written notification of enrollment with the superintendent or his/her designee prior to his/her enrolling in such course or seminar.

#### B. Professional Conferences

Employees who desire to attend professional conferences shall make initial application at the building level. Acceptance shall be determined according to building/district goals and funds available. Travel, meals, lodging and registration fees, as approved by the administrator or designee, shall be deemed appropriate expenses for reimbursement.

#### C. Travel

A planned program of professional development through travel may be sustained for graduate credit. This program must be for credit through an accredited college or university. The amount of such credit allowed shall be limited to six (6) semester hours during each five-year (5) period. Approval of the travel activity plan and evaluation of the amount of credit allowed will be made by the superintendent.



## ARTICLE 14

### SENIORITY

#### A. Definition

Seniority shall be defined as the continuous length of service within the District. Rank order is determined by date and hour of signed contract received. Approved leaves of absence, both paid and unpaid, including Staff Reduction Leave, will not break the continuity of employment. However, the time spent on paid and extended leaves will not be counted as time of employment.

Employees who work one-half time or more shall be credited with one year of seniority for each year they work.

Employees who work less than one-half shall be credited with seniority proportional to the time they work.

#### B. Determining the Most Senior Employee

If two or more employees have the same seniority as defined above, the order of seniority among them shall be determined in the following order:

1. Number of years teaching experience in the teaching field outside of the District.
2. Total completed graduate hours in the education field.
3. Draw lots.

#### C. Seniority Lists

By October 20 of each year, a seniority list, defined by this Article, shall be given to the Association.

#### D. Subject Matter Area and Grade Level Assignment

The following subject matter area and grade level assignment list shall be used in this contract.

## SUBJECT MATTER AREA AND GRADE LEVEL ASSIGNMENT LIST

Any employee under contract during 1993-1994 shall retain seniority in the subject matter area and grade level assignment as listed in the '93-94 master agreement as long as that employee is duly certified by the State of Iowa. If during the course of recertification an employee loses certification at a grade level, that employee then becomes part of the seniority category for which he/she is certified.

Agri-Business	7-12	
Art	K-12	
Business Education	7-12	
Classroom Teacher/Reading/Math Teacher	K- 6	Co-Curricular/Extra Curricular:
Counselor	K- 6	a) Each Sport (except for varsity coaches) 5-12
Counselor	7-12	b) Each Other Assignment
Driver Education (during work year)		(except for head sponsors in
English/Language Arts	7-12	Category A of Schedule H) 5-12
Family and Consumer Science	7-12	
Foreign Language:		
French	7-12	
Spanish	7-12	
Health	7-12	
Industrial Tech	7-12	
Math	7-12	
Media Librarian	K-12	
MOC	7-12	
Music:		
Band	K- 6	
Band	7-12	
Orchestra	K- 6	
Orchestra	7-12	
Vocal Music	K- 6	
Vocal Music	7-12	
Nurse	K-12	
Physical Education	K-12	
Science	7-12	
Social Studies	7-12	
Special Education:		
Behavior Disabilities	K- 6	
Behavior Disabilities	7-12	
Early Childhood Special Education	PK-K	
Learning Disabilities	K- 6	
Learning Disabilities	7-12	
Mental Disabilities	K- 6	
Mental Disabilities	7-12	
Moderate/Severe	K-12	
Multi-Categorical	K- 6	
Multi-Categorical	7-12	
Severe/Profound	K-12	
Talented & Gifted	K-12	

Any additions to this list shall be considered as separate entries.

## ARTICLE 15

### GRIEVANCE PROCEDURE

#### A. Definition

1. A grievance filed under Type 1, as shown in "Grievance Types" below, is a claim by an employee, group of employees, or the Association that there has been a violation, misinterpretation, or misapplication of any provisions of the master agreement.
2. A complaint filed under Type 2, as shown in "Grievance Types" below, will cover complaints outside the master agreement.
3. Binding arbitration shall mean the hearing and determination of a case in controversy by a person chosen by the parties.

#### B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting employees, or the Association. Both parties agree that these proceedings will be as informal and confidential as may be appropriate at any level of procedure.

#### C. Procedure

##### 1. Time Limits

The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The failure of an employee or the Association to act on any grievance within the prescribed time limit shall constitute a waiver of the alleged grievance and will act as a bar to further appeal. However, the grievant shall be allowed one five (5) day extension of time, if desired, on any alleged grievance to proceed to the next step. An administrator's failure to give a decision within the prescribed time limit shall permit the grievant to proceed to the next step. The time limits may be extended by mutual agreement.

##### 2. Grievance Types

There will be two (2) different grievance procedure types. Type 1 will cover all grievances that concern the master agreement. Such grievances may be processed through all levels of this agreement and will be subject to binding arbitration.

Type 2 will cover complaints outside the master agreement. Such complaints may be processed through Level 3 below of this agreement and will not be subject to binding arbitration.

If an employee files a grievance under Type 1, the Board shall not be required to process the same claim or set of facts through the Type 2 complaint procedure, or process Type 2 complaints through the Type 1 grievance procedure.

Any grievance or complaint shall be filed on the forms set forth in Schedules A or B.

## Grievance Procedure (continued)

### 3. Year End Grievance

In the event a grievance is filed at such time that it cannot be processed through all the steps in the grievance procedure by the end of the school year and if leaving it unresolved until the beginning of the following school year could result in irreparable harm to a party in interest, the time limit set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or within a maximum of thirty (30) calendar days thereafter. This shall apply only to grievances formally filed in writing by twenty (20) working days prior to the end of the school year except by mutual agreement of the Board and the Association. Grievances filed later than twenty (20) working days prior to the end of the school year shall be processed during the next school year with non contract days being excluded from the time limit, except as mutually agreed to by the parties.

### 4. Level 1 – Principal or Immediate Supervisor (Informal)

The aggrieved party shall discuss the grievance with his/her principal or immediate supervisor with the objective of resolving the matter informally. This discussion must take place within ten (10) working days from the day of the occurrence or knowledge of the occurrence of the event giving rise to the alleged grievance.

### 5. Level 2 – Principal or Immediate Supervisor (Formal)

If, as a result of the informal discussions at Level 1, a grievance still exists, the aggrieved party may invoke the formal grievance procedure by completing the form listed in Schedules A or B. The written grievance shall state the nature of the grievance, spelling out the specific clause or clauses of this agreement which have been allegedly violated, misinterpreted, or misapplied and shall state the remedy requested. A copy of the grievance form shall be delivered to the principal or immediate supervisor involved in Level 1 within five (5) working days of the Level 1 discussion.

If more than one (1) building principal is involved, each shall receive copies of the alleged grievance. Within five (5) working days after the principal receives the written grievance, a meeting at a mutually agreeable time shall be held with the aggrieved and his/her representative, if requested, to discuss the alleged grievance and attempt to resolve same. The principal shall have the right to have a representative or designee at the meeting. The principal or immediate supervisor shall render such decision and communicate it in writing to the grieving employee and the superintendent within five (5) working days following the meeting (or the date the grievance is received if no meeting is held) between the principal and the aggrieved.

## Grievance Procedure (continued)

### 6. Level 3 – Superintendent (Formal)

In the event a grievance has not been satisfactorily resolved at the second step, the aggrieved, if he/she so desires, may file an appeal of the principal's answer within five (5) working days after receipt of the said written decision with the superintendent and/or his/her representative. Within five (5) working days after written grievance is filed, the aggrieved, the representative of the aggrieved, if desired, and the superintendent, shall meet in an attempt to resolve the grievance. The superintendent and/or his/her representative shall file an answer within ten (10) working days of the third step grievance meeting (or the date the grievance is received if no meeting is held) and communicate in writing to the employee, the principal, and the representative of the employee.

### 7. Level 4 – Arbitration

If the grievance is not resolved satisfactorily in Level 3, there shall be a fourth Level of impartial binding arbitration. If a demand for arbitration is not filed within twenty (20) working days of the third level reply then the grievance will be deemed settled on the basis of the third level answer. Grievances which have been processed through the three preceding levels of this procedure and only such grievances shall be submitted to arbitration as provided below:

The grievant or the Association shall submit, in writing, a request to enter into such arbitration. The arbitration proceedings shall be conducted by an arbitrator to be selected by the two parties within five (5) working days said notice is given. If the two parties fail to reach agreement on an arbitrator within five (5) working days, the Federal Mediation and Conciliation Service shall be requested to provide a panel of five (5) arbitrators. This request shall be in the form of a written communication from the grievant or the Association which shall serve as a joint request. The parties shall determine by coin toss which party shall have the right to remove the first name from the list. The party having the right to remove the first name shall do so within two (2) working days and the other party shall have one (1) additional working day to remove one of the remaining names. Each party shall alternately strike one name. The person whose name remains shall be the arbitrator.

The decision of the arbitrator shall be submitted in writing within twenty (20) working days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The decision of the arbitrator shall be binding on the parties.

The arbitrator shall have no power to alter, change, detract from, or add to the provisions of this agreement but shall have power only to apply and interpret the provisions of this agreement to the settlement of issues and grievances arising hereunder.

The cost for the services of the arbitrator, including per diem expenses if any, and actual and necessary travel, subsistence expenses, and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring the same.

## Grievance Procedure (continued)

Nothing in this section shall preclude an employee from utilizing this grievance procedure on his/her behalf at his/her own expense.

### D. Miscellaneous

#### 1. Employee and Association

Any aggrieved person may be represented at all stages of the grievance procedure by his/herself or at his/herself or at his/her option by a representative selected or approved by the Association. When an employee is not represented by the Association, the Association shall have the right to be present at all levels as a party of interest and shall have the right to grieve any adjustment of the employee's grievance if such adjustment is inconsistent or contrary to the provisions of this agreement.

#### 2. Reprisals

No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

#### 3. Released Time

When it is necessary for an aggrieved party or an Association representative to meet with the Board, its representatives, or to participate in arbitration hearings regarding a grievance during the work day, said aggrieved person and representative shall be released without loss of compensation. If the aggrieved party is a group of employees or the Association, no more than three (3) employees will be released without loss of compensation, except by mutual agreement.

At any step of the grievance procedure, either party may request the presence of any employee that is affected by the grievance. If the grievance affects a group of employees, the presence of any or all such employees may be requested.

#### 4. Group or Class Grievance

If, in the judgement of the Association, a grievance affects a group or class of employees the Association may submit such grievance in writing to the building principal and the processing of such grievance shall begin at Level 2, unless more than one (1) building is involved, in which case the grievance may be filed at Level 3. The Association may process the grievance through all steps of the grievance procedure and the number of days indicated at each level apply to such grievance.

#### 5. Separate Grievance File

All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

## Grievance Procedure (continued)

### 6. Meetings and Hearings

All meetings and hearings, under this procedure, shall be conducted in private and shall include only witnesses, the party in interest, and their designated or selected representative heretofore referred to in this article.

### 7. No Interruption of Instruction Program

It is agreed that any investigation or other handling or processing of any grievance by the grieving employee or his/her representative shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the grieving employee or of the teaching staff.

### 8. Suspension or Discharge

In the event an employee questions the reason for a suspension or a discharge, the employee shall have the right of appealing the suspension or discharge under the applicable provisions of the Code of Iowa.

### 9. Election of Remedy

Any grievance action, resulting from the same set of facts that has led to appeal under provisions of the code, constitution, or through an outside agency, shall become null and void upon initial filing of the intent to proceed under the code, constitution, or through an outside agency.

### 10. Hold Harmless Clause

The Association shall be held harmless against all claims, suits, orders, or judgments brought or issued against the Association as a result of an individual employee misfiling a complaint or grievance.

SCHEDULE A  
Grievance Report – Type 1

Date Filed \_\_\_\_\_

Number \_\_\_\_\_

\_\_\_\_\_ School District

Distribution of Form

\_\_\_\_\_ Building

1. Association
2. Employee
3. Appropriate Supervisor
4. Superintendent

\_\_\_\_\_ Name of Aggrieved Employee

LEVEL II

A. Date Violation Occurred \_\_\_\_\_

B. Date Level I Meeting Held \_\_\_\_\_

C. Parties Present At Level I Meeting \_\_\_\_\_

D. Section(s) of Agreement Violated \_\_\_\_\_

E. Statement of Grievance \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

F. Relief Sought \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

G. Disposition by Principal or Immediate Supervisor \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Principal or  
Immediate Supervisor

\_\_\_\_\_  
Date

H. Disposition Accepted \_\_\_\_\_ Rejected \_\_\_\_\_ Comments \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**SCHEDULE A, Grievance Report – Type 1**

**LEVEL III**

A. \_\_\_\_\_  
Signature of Aggrieved Employee Date Received by Supt.

B. Disposition by Superintendent or Designee \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Superintendent or Designee Date

C. Disposition Accepted \_\_\_\_\_ Rejected \_\_\_\_\_ Comments \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Superintendent Date

**LEVEL IV**

A. \_\_\_\_\_  
Signature of Aggrieved Employee Signature of Association President

B. \_\_\_\_\_  
Date of Notice Given of Submission to Arbitration

C. \_\_\_\_\_  
Date of Decision

**SCHEDULE B**  
**Complaint Report – Type 2**

Date Filed \_\_\_\_\_

Number \_\_\_\_\_

\_\_\_\_\_ School District

Distribution of Form

\_\_\_\_\_ Building

1. Association
2. Employee
3. Appropriate Supervisor
4. Superintendent

\_\_\_\_\_ Name of Aggrieved Employee

**LEVEL II**

A. Date Violation Occurred \_\_\_\_\_

B. Date Level I Meeting Held \_\_\_\_\_

C. Parties Present At Level I Meeting \_\_\_\_\_

D. Alleged Violation \_\_\_\_\_

E. Statement of Complaint \_\_\_\_\_

\_\_\_\_\_

F. Relief Sought \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

G. Disposition by Principal or Immediate Supervisor \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of Principal or  
Immediate Supervisor

\_\_\_\_\_  
Date

H. Disposition Accepted \_\_\_\_\_ Rejected \_\_\_\_\_ Comments \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

SCHEDULE B, Complaint Report – Type 2

LEVEL III

A. \_\_\_\_\_  
Signature of Aggrieved Employee Date Received by Supt.

B. Disposition by Superintendent or Designee \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Superintendent or Designee Date

C. Disposition Accepted \_\_\_\_\_ Rejected \_\_\_\_\_ Comments \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature Date

SCHEDULE B, Complaint Report – Type 2

LEVEL III

A. \_\_\_\_\_  
Signature of Aggrieved Employee Date Received by Supt.

B. Disposition by Superintendent or Designee \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Superintendent or Designee Date

C. Disposition Accepted \_\_\_\_\_ Rejected \_\_\_\_\_ Comments \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature Date

## ARTICLE 16

### ACCESS TO ABUSE COMPLAINT

Iowa Code Section 281, Chapter 102 establishes procedures for the reporting, investigation and disposition of allegations of abuse of students directly resulting from the actions of school employees or their agents. The employee accused of abuse of students shall be provided a copy of the complaint form alleging the abuse at the same time copies are distributed to the person filing, the parent/guardian, and the employee's supervisor. An employee covered by the collective bargaining agreement has the right to have an Association representative present during questioning by the designated investigator.

## ARTICLE 17

### COMPLIANCE AND DURATION OF AGREEMENT

#### A. Separability

Should any article, section, or clause of this agreement be declared illegal by a court of competent jurisdiction, then that article, section, or clause shall be deleted from this agreement to the extent that it violates the law. The remaining articles, sections, and clauses shall remain in full force and effect.

#### B. Printing Agreement

The Board of Education will share equally with the Association in the cost of printing the Master Agreement.

#### C. Compliance Between Individual Contracts and Comprehensive Agreement

Any individual contract between the Board and an individual employee, heretofore or hereafter executed, shall be consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

#### D. Finality and Effect of Agreement

1. This Agreement supersedes and cancels all previous agreements and practices relating to items covered in this agreement between the Board and the Association or any employee, unless expressly stated to the contrary herein and constitutes the entire agreement between the parties, and concludes collective bargaining for its term, except as provided in "F" of this article.
2. The parties acknowledge that during the negotiations which resulted in the Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The foregoing is not to prohibit either party from introducing items in future negotiating years which were withdrawn by either of the parties to achieve this Agreement.

#### E. Duration Period

This Agreement shall be effective as of July 1, 2007, and shall continue in effect until June 30, 2008.

## Compliance and Duration of Agreement (continued)

### F. Procedures for Negotiation

#### 1. Modification of Current Agreement

Negotiations may be reopened on the current contract if either party gives a written notice of intention to negotiate for the following reasons:

- a. In case a serious error or omission is found.
- b. Both parties agree that negotiations should be reopened.

#### 2. Successor Agreement

Either party may give written notice to the other party to negotiate a Successor Agreement not less than one-hundred fifty (150) days prior to the District's budget certification date, as established by the Code of Iowa; or October 1, whichever is later.

Upon receipt of the notice, the Negotiation Team representing the Board and the Negotiation Team representing the Association shall meet for the purpose of negotiation in good faith and attempting to reach agreement.

A mutually convenient time and place for an initial meeting shall be established. Additional meetings shall be agreed to by the negotiation teams as may be necessary to complete an agreement.

#### 3. Meetings

When negotiations are conducted during regular school hours, released time and substitutes shall be provided for the Association Team, with costs shared equally by both parties.

#### 4. Tentative Agreements

Articles tentatively agreed to shall be initialed by each spokesperson and shall be set aside subject to ratification of the agreement.

#### 5. Automatic Renewal of Agreement

If neither party notifies the other of its intent to negotiate a successor agreement by the date stated in Section 2 above, the current Agreement shall automatically continue in force and be in effect for an equivalent period.

Compliance and Duration of Agreement (continued)

H. Signature Clause

In witness whereof, the parties hereto have caused this Agreement to be signed by their representative presidents, attested by their respective chief negotiators, and their signatures placed thereon, all on the 16th day of July, 2007.

LINN-MAR EDUCATION ASSOCIATION

LINN-MAR BOARD OF EDUCATION

BY Jacqueline Wellborn  
President

BY Robert M. Campbell  
President

BY \_\_\_\_\_  
Chief Negotiator

BY Michael J. Hiestand  
Chief Negotiator

Interest-Based Cooperation Negotiation Team Members

Carol O'Donnell

David Nicholson

Dennis K. K...

Hughleen S. Philkolland

Jim O'Hara

Rick A. Kosside

Tara Deery

Kent W. Stock

Joan North

D. H.



MEMORANDA OF AGREEMENT

LINN-MAR BOARD OF EDUCATION

LINN-MAR EDUCATION ASSOCIATION

The following pages represent memoranda of agreement reached during negotiations between the Linn-Mar Board of Education and the Linn-Mar Education Association.

These agreements are outside the negotiated master agreement and are not subject to grievance under the Type 1 Grievance Procedure shown in the Agreement.

Unless otherwise indicated, these memoranda of agreement are to remain in effect for the 2007-2008 contract year only.

### MEMORANDUM OF AGREEMENT

Subject: Association Leave

Any staff member who is currently holding a State or National position shall be allowed seven (7) additional days of Association leave. The Association shall pay for the substitute teacher. The additional days of leave are subject to the district finding a suitable replacement.

### MEMORANDUM OF AGREEMENT

Subject: Probationary Employees

Probationary employees, covered by this agreement, shall have the right to file a Type 2 grievance on an employee evaluation that is unsatisfactory. However, the Association and Board agree that the Board is not giving up its rights under the Code of Iowa to terminate a probationary employee by allowing such probationary employee to file a grievance concerning an unsatisfactory evaluation.

### MEMORANDUM OF AGREEMENT

Subject: Part-Time Employees

Early in the school year administrators will meet to review all certified part-time positions, on a case-by-case basis, to determine if these positions are consistent with each other and with the full-time position.

The LMEA President would be given a written report of the results of the review together with a plan for removing any inconsistencies.

## MEMORANDUM OF AGREEMENT

- A. Those employees working with students and/or providing professional services similar to those provided during the regular school year shall receive  $1/191$  of their scheduled salary for each day of service. ( $1/1432.5$  of the employees salary per hour) (7.5 hour day). These activities shall include but are not limited to summer school. (Staff Development Rate)

Staff Development instruction shall be paid according to Article 3 C, 5b with one hour preparation time for each different staff development offering.

Summer School instruction shall be paid according to Article 3 C, 5 with a preparation factor of .33 and flat amount for set-up time.

- B. Approved tutoring arrangements (after school hours in assigned field) shall receive per diem.
- C. Employees working on other District approved committees, after school hours, shall receive the average per diem hourly rate. ( $1/1432.5$  of the average bargaining unit salary on Schedule D) (7.5 hour day).
- D. Employees working on Curriculum Development work shall be paid at the average per diem hourly rate. ( $1/1432.5$  of the average bargaining unit salary on Schedule D) (7.5 hour day) (Not to exceed product guidelines and parameters.)
- E. Teacher taking approved in-service classes or on site workshops shall receive  $1/1146$  of the base salary. (6 hour day)

All of the above shall be based only on the salary amount generated by Schedule D (Salary Schedule) of the Master Agreement.

## MEMORANDUM OF AGREEMENT

### ADDITIONAL INSURANCE CONTRIBUTION

The Linn-Mar Community School District will provide, for the 2007-2008 school year, an additional amount of \$253.00 (two hundred fifty-three dollars) per month to employees who currently have family health insurance and elect to continue family health insurance or married couples employed by the district who are currently taking two policies, a single and an employee + children and switch to a family plan. This contribution will also be made available to current employees who have a HIPPA qualifying event during the 2007-2008 school year that would make them eligible for family health insurance. It is understood that if offering this contribution to employees who have a HIPPA qualifying event during the year causes the district financial distress due to the number of employees who qualify, future settlements will have to factor in an estimated cost for these employees.

This contribution will not be added to the monthly contribution found in Article 5 of this agreement, which shows up on the employee's pay stub. The contribution will be considered the district's share of the family premium and will be paid directly to the insurance company.

This contribution is not available to employees newly hired for the 2007-2008 school year.